

Appendix D Format for submissions

Submitter	Momentous Consulting Limited
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Questions	Comments
Q1. Do you have any feedback on our approach to making operational improvements to the Guidelines, to ensure the proposed Consumer Care Obligations are clear, and workable?	We support the need for mandating aspects of the guidelines and changing the “guidelines” to “obligations” as this provides not only clarity as to what is required but allows for a more consistent approach by all parties.
Q2. Do you have any feedback on the proposals to clarify the application of the proposed Consumer Care Obligations?	The definitions of “retailer” and “trader”, while clearly defined in Part 1 have often been misused. We support clear use and guidance on these terms.
Q3. Do you have any feedback on the purpose statement for the proposed Part 11A of the Code?	The wording “minimum standards” – does not reflect the comprehensive standards that Part 11A proposes. Suggest removing the word “minimum”.
Q4. Do you have any feedback on the compliance monitoring provisions in the proposed Part 11A of the Code, or on the Authority’s new outcomes framework?	<p>(1) Clause 11A.6 Retention of records</p> <p>This Code obligation is too general and leaves open for interpretation as to what records should be retained.</p> <p>Suggest listing those records the Authority is expecting to be retained for 5 years, as discussed in Part 3 of the original Consumer Care Guidelines, along the lines of:</p> <ul style="list-style-type: none"> - Communications with customers - Information provided by the customer - Invoicing preferences - Records of medically dependent evidence and follow-up (clauses 53 & 54 Part 8) - Records of disconnection and reconnections <p>(2) The date the uncontracted premises are disconnected, is this about any specific reason, apart from the use of the word “uncontracted” there is no discussion in the consultation document as to what “uncontracted” actually means and when this applies. Does this mean there is no retailer at the ICP, no arrangement in place, vacant</p>

	<p>property or other? Uncontracted would be better phrased as an “arrangement”. There is a subtle difference between a contract and an arrangement. Schedule 11.3 uses the term “arrangement” with a customer. For consistency, we suggest using “arrangement” and not adding another confusing term.</p> <p>An ICP on the registry provides the date of disconnection and reasons for disconnection including vacant property. The Code has provision for time frames that relate to the change at an ICP which should be sufficient. We appreciate that customers do move into premises without entering into an “arrangement” with a customer. This is theft of power.</p> <p>(3) Clauses 11A.7 & 11A.8, Proposes Code amendment – We suggest that code clauses be included in the existing audit process which will also address the requirement for an appropriate “independent person”. Clause 1.4 of Part 1 does define this but we consider this is too broad a description of “appropriate” persons and could result in inconsistent reviews. At least have an approved auditor do a review if required.</p> <p>(4) With regards to monitoring, Outcome 3 (5.6 Proposed Consumer Care Obligations): Customers are on the most suitable plan for their circumstances, have the Electricity (low fixed charge tariff options for Domestic Consumers) Regulations 2021 been taken into account? While these are being phased out by April 2027, there is a requirement in these regulations to ensure that consumers are on the correct tariff as published in those regulations.</p>
<p>Q5. Do you have any feedback on the proposed improvements to terminology?</p>	<p>No</p>
<p>Q6. Do you have any feedback on the proposal to align standards of behaviour in the proposed Consumer Care Obligations?</p>	<p>No</p>
<p>Q7. Do you have any feedback on Part 2 of the proposed Consumer Care Obligations relating to</p>	<p>The information provided gives the impression that a separate Policy statement/document is required. There is potential for duplication with a policy and terms and conditions. For ease of reading by a customer one</p>

<p>consumer care policies and related matters?</p>	<p>document, Terms and Conditions that contains the consumer care policy information would be more practical.</p> <p>New participants (and existing ones) often seek legal advice for the construction of terms and conditions. Mandating the consumer care policy as a separate document will impose extra costs.</p> <p>Terms and Conditions are required to contain several existing Code requirements, for example, 11.15B and 11.15C Part 11. These requirements are included in the audit process. By including the customer care policy requirements in this section of the Code, say 11.15D Customer Care Policy requirements and these included in Terms and Conditions these would be in one place and easier to monitor or audit.</p>
<p>Q8. Do you have any feedback on Part 4 of the proposed Consumer Care Obligations relating to information and records relating to consumer care?</p>	<p>See Q4</p>
<p>Q9. Do you have any feedback on Part 3 of the proposed Consumer Care Obligations relating to when a customer signs up or is denied a contract?</p>	<p>No</p>
<p>Q10. Do you have any feedback on Part 5 of the proposed Consumer Care Obligations relating to business-as-usual account management?</p>	<p>Clause 22 – information that is to be set out on each invoice. There are a few requirements in Part 11 on required information for invoices. Suggest merging requirements under clause 22 with those clauses in Part 11.</p> <p>Clause 11.30 ICP identifier required on invoices Clause 11.30A provision of dispute resolution scheme Clause 11.30B Provision of electricity plan comparison site Clause 11.30C information to be provided on websites</p> <p>Clause 21 –Don't fully see the requirement for this clause. Each part of the Code has a clause to provide complete and accurate information. Clause 3 to 8 Schedule 15.2 requires reconciliation participants to obtain validated meter readings and the use of those in the reconciliation process. This is supported by requirements to supply reports on electricity-supplied information which is to be sourced from financial records. This report compares consumption submitted for reconciliation with that invoiced in a month as a process</p>

	<p>intended to ensure that reconciliation consumption is matched to invoiced consumption.</p> <p>This clause 21 may also stifle innovative, agreed, billing products such as average consumption or a yearly bill. How a retailer bills a customer with metering data should remain at their discretion. It would be better worded – A retailer must use calculated consumption based on validated meter readings, this may be an estimate unless a read is disputed in which case actual reads should be obtained.</p>
<p>Q11. Do you have any feedback on Parts 6 and 7 of the proposed Consumer Care Obligations relating to customers experiencing payment difficulties and disconnections?</p>	<p>Clause 43 Appendix A– some of the requirements are covered under Part 10 Clause 10.32 to 10.33 B which discuss the responsibilities for connection and disconnection. Rather than adding another clause in a separate section, suggest amending responsibilities under these existing clauses to include requirements noted in Part 7 under 43.</p> <p>Clause 11.18 Part 11 also states the responsibilities for an ICP that would be better amended than creating a further Code clause.</p>
<p>Q12. Do you have any feedback on Part 8 of the proposed Consumer Care Obligations relating to medically dependent consumers?</p>	<p>No</p>
<p>Q13. Do you have any feedback on Part 9 of the Consumer Care Obligations relating to fees, bonds and conditional discounts?</p>	<p>No</p>
<p>Q14. Do you have any feedback on the proposed Code obligations for distributors?</p>	<p>No</p>
<p>Q15. Do you agree that the benefits of the proposed Code amendment outweigh its costs?</p>	<p>The cost to new participants for entry into the market can be prohibiting, this section of the Code adds a whole new factor for these participants to include and we are not confident this has been taken into account.</p>
<p>Q16. Do you have any comments on the drafting</p>	<p>Appreciate the alternatives to mandating the Guidelines and eliminating the need for guidelines, however, guidelines often</p>

of the proposed amendment?

provide the intent behind a Code obligation which will become lost over time if only included in the Code.

Monitoring and enforcement are unclear and in some cases are going to be difficult.

Some of the Code amendments are over-descriptive and could be incorporated into existing parts of the Code. There will be some confusion as to which clauses are non-compliant, would responsibility sit as noted in Part 11 as the participant on the registry or where an arrangement is in place in the new proposed Code amendment?